

OFFICIAL MERCED COMMUNITY COLLEGE DISTRICT FORM

HOLD HARMLESS / CODE OF CONDUCT

RISK MANAGEMENT/#2704/REVISED, DECEMBER 2017

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant's Name (*Print Legibly*): _____ Student ID#: _____

Waiver: In consideration of being permitted to participate in any way in:

Name of class/activity:

Description of class/activities; IE: hiking on nature trail, walking tour of museum, sledding, skating, etc.

scheduled on _____,

Hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Merced Community College District, its officers, appointed or elected officials, employees, and agents from liability **from any and all claims including the negligence of The Merced Community College District, its officers, appointed or elected officials, employees, and agents** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Activity.

Assumption of Risks: Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Merced Community College District, its officers, appointed or elected officials, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Date

Signature of Parent/Guardian
(If participant is under age 18)

Date

Voluntary Participant Waiver

Guidelines for Participant Behavior

Participant's Name (*Print Legibly*): _____ Student ID#: _____

Name of Event: _____

Date(s): _____

Merced Community College (MC) sponsors field trips and special events for students as a means of providing comprehensive and diverse learning opportunities for students. ***All students are held to the Merced Community College District's Student Code of Conduct and all applicable laws.*** Every participant of the event/trip must abide by all applicable rules and regulations. Failure to follow operating guidelines, instructor/staff directives and/or the Guidelines for Participant Behavior may result in disciplinary action.

1. MC students are expected to conduct themselves in a manner that will not discredit himself, herself or the College.
2. Drugs or alcohol are not permitted on the field trip/event. Possession, use, sale, distribution, and/or transportation of alcohol, any controlled substance, illegal drug, or drug paraphernalia is prohibited conduct.
3. No firearms, explosives (including fireworks), or other weapons are permitted on the field trip/event. Transportation, storage, possession or use of these items is prohibited conduct.
4. Sexual harassment, sexual misconduct, lewd or indecent behavior, or sexual assault is prohibited conduct.
5. Physical abuse, threats, intimidation, harassment, coercion and/or other conduct, which threatens or endangers the health or safety of any person is prohibited conduct.
6. Every student is responsible for making appropriate travel arrangements prior to and after the field trip/event.
7. Failure to comply with instructor/staff directives, engaging in prohibited conduct, or violation of any laws may result in disciplinary and/or legal action. Students may be discharged from the field trip/event and be responsible for transportation home under these circumstances.
8. Interfering with normal College activities including studying, teaching, research and recreation is prohibited.
9. The College does not have liability or automobile coverage for students driving themselves or other students to College-sponsored events. Automobile insurance policies held by the students are the primary and only policies covering them for injuries to themselves and others, as well as damage to their vehicles or other vehicles.
10. Anyone with a history of medical problems should consult with their physician prior to the field trip/event to be sure that they are in condition to make the trip or participate in the event. Any student with a medical problem and/or under the care of a physician may be required to provide a medical release prior to the field trip/event.

I have read and understood all of the above rules and requirements and agree to accept the consequences as stated. I further understand that the chaperones are in charge and I will accept their authority during the entire course of the event/trip.

Signature of Participant

Date

Voluntary Participant Waiver